

THE STATE OF TEXAS §
 §
COUNTY OF ARANSAS §

**INTERLOCAL AGREEMENT
BETWEEN ARANSAS COUNTY and TOWN OF FULTON
FOR LAW ENFORCEMENT ASSISTANCE**

RECITALS

WHEREAS, this Interlocal Agreement (“Agreement”) is entered into by and between Aransas County, Texas, a political subdivision of the State of Texas acting by and through its duly authorized Commissioners Court (“County”), and the Town of Fulton, Texas, a municipal corporation acting by and through its governing body (“Town”), collectively referred to as the ‘Parties’; and

WHEREAS, the Aransas County Sheriff’s Office (“ACSO”) and the Town of Fulton Police Department (“FPD”) will serve as the respective performing agencies under this Agreement; and

WHEREAS, the Parties enter into this agreement with the belief that it is in the best interest of the community to enhance public safety by strengthening cooperative law enforcement efforts, ensuring consistent response coverage, and promoting coordinated operational support between the agencies;

AGREEMENT

NOW THEREFORE, the County and Town, in consideration of these mutual covenants and agreements, do mutually agree as follows:

Section 1. **AUTHORITY:** The Interlocal Cooperation Act, Texas Government Code Chapter 791, authorizes this Interlocal Agreement.

Section 2. **PURPOSE:** To provide law enforcement assistance to the Town of Fulton Police Department in accordance with the coverage schedule in “Exhibit A,” when response is delayed due to existing calls or emergencies, or as additional support when necessary for officer safety or large-scale incidents.

Section 3. **EFFECTIVE DATE AND TERM:** This Agreement shall take effect on the first day of the month following the adoption of an order by the County and shall remain in effect for an initial term of one (1) year. Upon expiration of the initial term, this Agreement shall automatically renew for successive one-year periods, each running from November 1 through October 31, unless earlier terminated in accordance with Section 4. Renewal of this Agreement is subject to the annual appropriation of funds by the governing bodies of both Parties.

Section 4. **TERMINATION AND DEFAULT:** Following the Effective Date, either Party may terminate this Agreement before the end of the first contract year or any subsequent renewal term, with or without cause, upon providing at least 30 days' advance written notice to the other Party prior to the end of the then current contract year. Either Party may declare a default hereunder if either Party fails, refuses, or neglects to comply with any of the Agreement's terms, including nonpayment. If a Party declares a default of this Agreement, this Agreement will terminate after notice and opportunity to cure as provided for herein. The Party declaring a default shall notify the other Party of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and the Party shall have 15 days from the receipt of such notice to cure any default.

Section 5. **PAYMENT TERMS:** The cost of the services provided by the County under this Agreement shall be \$35,000.00 per year. The initial annual payment of \$35,000.00 shall be due and payable on the first day of the month following the County's adoption and approval of this Agreement. For each subsequent renewal year, the annual payment of \$35,000.00 shall be due and payable on January 1st, the first day of the County's fiscal year. Any additional costs, as set forth in section 6, incurred under this Agreement shall be invoiced monthly and shall be due and payable on or before the first (1st) day of the month following the month in which such costs are incurred.

Section 6. **RIGHTS AND DUTIES OF THE PARTIES:** The rights and duties of the County and Fulton are detailed in "Exhibit B" attached hereto and incorporated herein as if set forth verbatim.

Section 7. **SUPERVISION AND ADMINISTRATION:** In the performance of all obligations undertaken by the County under this Agreement, all law enforcement services shall remain under the exclusive supervision, direction, and control of the Aransas County Sheriff's Office. The Town shall have no authority to supervise or direct County personnel. The County shall be solely responsible for the administration of personnel, equipment, and operational matters related to the services provided under this Agreement.

Section 8. **INDEMNIFICATION:** Each Party, to the extent permitted by law and without waiving any defenses or immunities available under Texas law, including governmental immunity, agrees to be responsible for its own acts of negligence, the negligence of its officers, agents, employees, or contractors, and the resulting claims, demands, or causes of action. Each Party further agrees to indemnify and hold harmless the other Party, its officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from the negligent acts or omissions of the indemnifying Party, its officers, agents, employees, or contractors, except to the extent such claims, damages, losses, or expenses are caused by the negligence or wrongful acts of the other Party.

Section 9. **IMMUNITY:** Nothing in this Agreement shall be construed as a waiver of any immunity or defense to which either Party is entitled under the Texas Tort Claims Act, the Texas Constitution, or the laws of the State of Texas. This provision is solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any third party.

Section 10. **INDEPENDENT ENTITIES:** The Parties expressly acknowledge and agree that each is a separate and independent local government entity and that no partnership, joint venture,

agency, or employment relationship is created by this Agreement. No employee, agent, or contractor of one Party shall be considered an employee, agent, or contractor of the other Party for any purpose, including, but not limited to, wages, salaries, benefits, workers' compensation, or liability. Each Party shall be solely responsible for the acts and omissions of its respective officers, employees, agents, and contractors, and each party shall maintain its own liability insurance coverage accordingly.

Section 11. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality, or enforceability of the remaining provisions. The Parties agree that this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included, and the remaining provisions shall remain in full force and effect.

Section 12. **ENTIRE AGREEMENT:** This Agreement (with Exhibits incorporated herein) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, understandings, negotiations, or representations, whether oral or written, relating to the subject matter of this Agreement. No amendment or modification of this Agreement shall be effective unless in writing and approved by the governing bodies of the Parties.

Section 13. **EFFECTIVE DATE:** This Interlocal Agreement shall become effective on November 1, 2025 (the "Effective Date"), following approval and execution by both Parties. The term of this Agreement shall commence on the Effective Date and shall remain in effect unless and until terminated or amended as provided herein.

This space intentionally left blank. Signatures on next page.

EXECUTED by the duly authorized representatives of the Parties on the dates indicated below, to be effective as of the Effective Date stated herein.

ARANSAS COUNTY, TEXAS

By: _____

County Judge
Aransas County, Texas

Approved by Commissioners Court on

ATTEST:

County Clerk

Sheriff, Aransas County Sheriff's Office

TOWN OF FULTON, TEXAS

By: _____

Mayor

Town of Fulton, Texas

Approved by City Council on _____

ATTEST:

Town Secretary

Chief of Police, Town of Fulton